



BAY AREA  
AIR QUALITY  
MANAGEMENT  
DISTRICT

September 19, 2008

## Request for Proposals No. 2008-169

### Update and Revision of District's CEQA Guidelines

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## SECTION I – SUMMARY

This RFP solicits formal proposals from companies to provide California Environmental Quality Act (CEQA) expertise to revise the Air District's current *BAAQMD CEQA Guidelines—Assessing the Air Quality Impacts of Projects and Plans* (April 1996, Revised December 1999), including development of District-recommended air quality impact analysis, mitigation, and thresholds of significance. The document is referred to in this RFP as the "Air District Guidelines" or "Guidelines." This contract is for a term of twelve months and may be extended as needed, at the District's sole discretion, to complete the Guidelines revision.

To respond to this RFP, an interested company should submit two (2) copies of its proposal to:

Matt Serier, Administrative Analyst  
Bay Area Air Quality Management District  
939 Ellis Street San Francisco, CA 94109

**Proposals must be received at the Air District offices at  
939 Ellis Street, San Francisco, California, 94109 by 4:30 PM, October 10, 2008.  
Late proposals will not be considered.**

Proposals must address all information requested in this RFP. A proposal may add information not requested in this RFP, but the information should be in addition to, not instead of, the requested information and format. Minority business enterprises, women's business enterprises, and Certified Green Businesses are encouraged to submit proposals. **Any questions regarding this RFP should be directed to Greg Tholen at email: [gtholen@baaqmd.gov](mailto:gtholen@baaqmd.gov). All questions must be received in writing.**

## **SECTION II – BACKGROUND**

### **A. Air District Overview**

The Bay Area Air Quality Management District (Air District or District) was created by the California Legislature in 1955 as the first regional agency to deal with air pollution in California. The Air District jurisdiction includes Alameda, Contra Costa, Marin, Napa, Santa Clara, San Francisco, San Mateo, southwestern Solano, and southern Sonoma counties.

The State Legislature originally gave the Air District the authority to regulate stationary sources of air pollution, such as factories, oil refineries, chemical plants, gasoline stations, and agricultural burning. With more recent legislation, the Air District was granted authority to enact certain transportation and mobile source measures.

The Air District is governed by a twenty-three member Board of Directors, consisting of elected officials, including county supervisors, mayors, and city council members. The chief executive officer of the Air District is the Air Pollution Control Officer (APCO), currently Jack P. Broadbent.

### **B. Update and Revision of Air District's CEQA Guidelines**

The CEQA process and the Air District's Guidelines are one of many mechanisms the District employs to further its primary goal of attaining and maintaining state and federal ambient air quality standards. The Guidelines also address a much broader range of issues, encompassing the full spectrum of health and nuisance related effects that can be caused by air pollution. The effects addressed in the Guidelines include effects from pollutants subject to state and federal ambient air quality standards, effects from toxic and hazardous air contaminants, and effects from odors and dust.

The District also publishes its Guidelines to assist local jurisdictions and agencies to comply with the requirements of the California Environmental Quality Act regarding adverse impacts to air quality. The intent of the Air District Guidelines is to provide methodologies for the review of air quality impacts from local plans and development projects contemplated within the boundaries of the Air District. The primary purpose of the Guidelines is to provide a means to quickly identify proposed local plans and development projects that may have a significant adverse effect on air quality and to provide recommendations to mitigate those impacts.

Many of the assumptions underlying the analytical methodologies have been updated or revised since the last update of the Guidelines in 1999. In addition, some air quality impact issues, such as air toxic risk and global climate change, have seen significantly increased focus and prominence. Under this contract, the Air District seeks to prepare a wholesale revision of the Guidelines including updated and revised emission factors, analytical methodologies, and mitigation measures. The District also intends to review existing significance criteria, establish new significance criteria where needed and develop justification statements for each criterion.

**C. PROGRESS REPORTS, DISTRICT APPROVAL, AND OWNERSHIP**

**1. PROGRESS REPORTS**

During the term of the contract, the contractor shall keep the contract manager apprised of progress on a bi-weekly basis via e-mail or phone. These reports shall include progress to date and shall specifically include any requests for action needed by the District on the contractor's behalf. Failure to provide timely progress reports will be deemed grounds for termination of the contract.

**2. DISTRICT APPROVAL**

The contractor must first obtain authorization from the contract manager prior to implementing any aspect of the project or work plan. Failure to obtain prior authorization will be deemed grounds for termination of the contract.

**3. OWNERSHIP**

Additionally, title and full ownership rights to all intellectual property developed under this contract shall at all time remain with the District, unless otherwise agreed to in writing.

**4. REQUIRED QUALIFICATIONS**

The contractor must demonstrate five (5) years of experience in CEQA analysis or similar programs for government, non-profit, or private entities.

**5. TIMELINE (TENTATIVE) - This schedule is preliminary.**

**Date/Activity**

September 19, 2008 – RFP Released

September 29 – Bidders Conference, 2:00-4:00 PM

October 10, 2008 – Proposals Due by 4:30 pm

October 14 - October 21, 2008 – Proposal Evaluation

October 23, 2008 – Interviews, if required

October 2008 – Selection of Contractor

November 2008 – Contract Execution

Week of November 10, 2008 – 1<sup>st</sup> meeting with District

**SECTION III – INSTRUCTIONS TO BIDDERS**

**A. General**

1. All proposals must be made in accordance with the conditions of this RFP. Failure to address any of the requirements is grounds for rejection of this proposal.

2. All information should be complete, specific, and concise as possible.
3. Proposals should include any additional information that the respondent deems pertinent to the understanding and evaluation of the bid.
4. The District may modify the RFP or issue supplementary information or guidelines during the proposal preparation period prior to October 10, 2008.
5. Proposals shall constitute firm offers. Once submitted, proposals cannot be altered without the written consent of the District, but proposals may be withdrawn.
6. The District reserves the right to reject any and all proposals.
7. All questions must be in written form and directed to Greg Tholen and arrive no later than eight days prior to RFP due date. All questions will be answered in writing and posted on the BAAQMD RFP webpage no less than one week prior to the due date.
8. The cost for developing the proposal is the responsibility of the bidder, and shall not be chargeable to the Air District.

**B. Submittal of Proposals**

1. Two copies of the proposals must arrive at the address specified in Section I by 4:30 p.m. on October 10, 2008.
2. Proposals received after the time and date provided previously specified will not be considered.

**C. Interviews**

1. The Air District, at its option, may interview bidders. The interviews will be for the purpose of clarifying the proposals.
2. Submittal of new proposal material at an interview will not be permitted.

**SECTION IV – SCOPE OF WORK**

The following scope of work will guide efforts to update the District's Guidelines intended for use by public agencies when reviewing and analyzing projects subject to the California Environmental Quality Act (CEQA). This scope of work will lead staff and consultants through a wholesale makeover of the current guidelines, *BAAQMD CEQA Guidelines—Assessing the Air Quality Impacts of Projects and Plans* (April 1996, Revised December 1999). The current Guidelines are available on the Air District website at <http://www.baaqmd.gov/pln/ceqa/index.htm>.

The revised Guidelines may include a significant format change that combines major topic or activity areas (i.e., construction; toxic air contaminants) that address air quality impact assessment and mitigation into distinct chapters. The revision will update and revise background information, significance thresholds, emission factors, mitigation

measures and assessment tools with the most current and “state of the art” practices and methodologies. The revision will also address emerging air quality issues, such as ongoing efforts to reduce exposure to toxic air contaminants (TAC) and assessment and mitigation of climate change impacts.

#### **A. Environmental Review and Thresholds of Significance**

1. Goal. This chapter will provide an overview of the environmental review process and the District’s role. This chapter will describe the basis and provide a justification statement for each threshold the District recommends agencies use to define the significance of air quality impacts.
2. Significance Criteria. The District currently has thresholds of significance for criteria pollutants, odors, and TACs. Through this scope of work, the contractor will evaluate the appropriateness of existing thresholds, recommend changes where appropriate, and identify new thresholds for greenhouse gas (GHG) emissions. Thresholds of significance recommendations for criteria pollutants, TAC, hazardous air emissions, odors, and GHG will be developed for plan-level impacts, construction impacts, project operational impacts, and cumulative impacts. The significance criteria may be quantitative, qualitative or a combination of both. The District seeks expertise and creative input from the contractor when developing recommendations for significance criteria. In addition, the District seeks recommendations on certain issues related to significance thresholds.
  - Carbon Monoxide Impacts. Currently the District uses the state ambient air quality standards (AAQS) as the threshold for significant carbon monoxide (CO) impacts. This criterion will likely remain the significance threshold for CO since it is a directly emitted pollutant that is easily modeled for localized impacts. However, the District would consider other concepts for a CO threshold.
  - Toxic Air Contaminants and Odors. Two types of impacts are of concern with respect to toxic and odor emissions: 1) impacts generated by the project, and 2) impacts existing at or near the proposed site that may impact future occupants of the new development. The same threshold or differing thresholds could apply to these impacts.
  - Cumulative Impacts. Cumulative significance criteria will be developed during the execution of this scope of work. Specific criteria will be developed for each pollutant or impact deemed appropriate for cumulative analysis.
  - Development Beneficial to Air Quality Goals. Projects that exceed some thresholds may be provided an opportunity to reduce the air quality significance of the project by implementing mitigation measures from a menu of options. The project would have to meet certain criteria to qualify for this option, such as being an infill project. The intent of this option would be to promote types of projects considered to have an overall air quality benefit.

3. Tasks. The contractor will be required to complete the following tasks prior to completing the environmental review and thresholds of significance chapter.
  - a. Compile a report of air quality significance thresholds currently used in California including the agency name and any justification used for the threshold.
  - b. Review appropriate scientific literature and federal and state air quality regulations to identify possible base(s) for thresholds.
  - c. Prepare a report that discusses possible significance criteria appropriate for the Bay Area and their justification. Include a recommendation for each criterion.

Development of greenhouse gas thresholds will consider the ongoing collaboration between the District and the California Air Pollution Control Officers Association (CAPCOA), Air Resources Board, and other appropriate agencies.

4. Deliverables. Prepare the following draft and final report and Guidelines sections:
  - a. Reports:
    - i. A report on air quality thresholds currently used in California including justification statements and any other scientific basis for setting a significance threshold.
    - ii. A report that describes thresholds appropriate for the District to recommend for use by agencies in the Bay Area for the following impact areas. The report should identify thresholds for plan-level impacts, construction impacts, project operational impacts, and cumulative impacts for each of the impact areas. Include a justification statement for each threshold. The justification statement should describe the evidence and science used to establish the threshold.
      - A. Criteria Pollutants
      - B. Toxic Air Contaminants
      - C. Hazardous Air Emissions
      - D. Odors
      - E. Greenhouse Gas Emissions
      - F. General and Specific Plans
  - b. Guidelines sections:
    - i. Purpose of the Handbook
    - ii. Health Effects of Air Pollutants
    - iii. Air Quality Conditions in the Bay Area
    - iv. Air Quality Management in the Bay Area
    - v. Environmental Review Process
    - vi. Thresholds of Significance

**B. Construction Air Quality Impacts and Mitigation**

1. Goal. The construction chapter will guide the user through a detailed analysis of all aspects of construction activity including grading, equipment operation and building material use. Fugitive dust and equipment exhaust emissions will be analyzed. Users will be provided with appropriate modeling methodologies and recommended default values. An optional manual methodology to estimate emissions from construction activity and the anticipated emission reductions of mitigation measures will be provided.
2. Tasks. The following tasks are required to complete the Construction Air Quality Impacts and Mitigation chapter.
  - a. Complete a statewide search, and compile relevant material, of current lead agency, air district, and California Air Resources Board (CARB) guidelines, methodologies, and practices for estimating criteria-relevant emissions from construction activity.
  - b. Analyze the District's current approach to construction-related fugitive dust impact analysis and qualitative mitigation using best management practices. Assess the effectiveness of this approach, and compare to other concepts as appropriate, giving consideration to mitigation of impacts and level of practitioner effort.
  - c. Compile a list of feasible (currently achieved in practice) construction mitigation measures. Include the emission source to which the mitigation applies and an estimate of achievable reductions (e.g., pounds/tons per day/year, percent of unmitigated emissions, grams/bhp, etc.).
  - d. Prepare a summary of the following computer models. Include in the summary their applicability and appropriateness for construction emissions modeling in the Bay Area, and any adjustments or modifications that may be required for use in the Bay Area. Identify any default values that may tailor the model for use in the Bay Area.
    - i. URBEMIS (<http://www.urbemis.com/>),
    - ii. Roadway Construction Emissions Model (SMAQMD),
    - iii. Construction Mitigation Calculator (SMAQMD),
    - iv. Any additional models discovered during task 2A above.
  - e. Perform sample model runs using appropriate models and default values for a typical small, medium and large construction site. Based on model outputs, recommend preliminary screening levels based on appropriate project characteristics, such as acreage, whereby project proponents can assume less than significant impacts. Screening levels may assume some minimum level of mitigation. Recommend and include in the modeling, as appropriate, minimum levels of mitigation.
  - f. Using the most recently published emission factors (e.g., CARB OFFROAD model) and information compiled through the above research, prepare draft guidelines section Manual Methodology for Estimating

Construction Emissions. This section will address each of the pollutants listed in the Significance Criteria section above and include emissions from fugitive dust, if appropriate based on findings of Task 2.B. above, and construction equipment vehicle exhaust.

3. Deliverables. Prepare the following draft and final guideline sections:

- a. Preliminary Screening for Construction Activity
- b. Determining Significance of Construction Activity
- c. Modeling Methodologies for Estimating Construction Emissions
- d. Manual Methodology for Estimating Construction Emissions
- e. Reducing Significant Emissions from Construction Activity

**C. Project-Level Operational Air Quality Impacts and Mitigation**

1. Goal. This chapter will guide the user through a detailed quantitative analysis of a project's ongoing, long-term operational emissions. Stationary, area and mobile emissions will be analyzed. Users will be provided with appropriate modeling methodologies and recommended default values. An optional manual methodology to estimate emissions and mitigation will be provided.
2. Tasks. The following tasks are required to complete the Project-Level Air Quality Impacts and Mitigation chapter.
  - a. Complete a statewide search, and compile relevant material, of current air district and CARB guidelines, methodologies and practices for estimating long-term operational emissions.
  - b. Compile a list of feasible (currently achieved in practice) mitigation measures. Include the emission source the mitigation is applied to and an estimate of achievable reductions (e.g., pounds/tons per day/year, percent of unmitigated emissions, etc.).
  - c. Identify computer models (e.g., URBEMIS) capable of estimating project-level emissions from new land use development projects. Include in the summary their applicability and appropriateness for modeling in the Bay Area, and any adjustments or modifications that may be required for use in the Bay Area. Identify any default values that may tailor the model for use in the Bay Area.
  - d. Perform sample model runs using appropriate models and default values for various land use types. Based on model outputs, recommend preliminary screening levels for various land use types, whereby project proponents can assume less than significant impacts. Screening levels may assume some minimum level of mitigation. Recommend and include in the modeling, as appropriate, minimum levels of mitigation.
  - e. Using the most recently published emission factors (e.g., URBEMIS, EMFAC, etc.) and information compiled through the above research, prepare draft guidelines section Manual Methodology for Estimating



Operational Emissions. This section will address each of the pollutants listed in the Significance Criteria section.

3. Deliverables. Prepare the following draft and final guideline sections:

- a. Preliminary Screening for Operational Activity
- b. Determining Significance of Project Operations
- c. Modeling Methodologies for Estimating Operational Emissions
- d. Manual Methodology for Estimating Operational Emissions
- e. Reducing Significant Impacts of Project Operations

**D. Air Quality Impacts and Mitigation of General Plans and Area Plans**

1. Goal. The District recognizes that large area plans should appropriately be held to a different standard under CEQA than individual projects. One such standard for plans is that they must be consistent with the District's air quality plans before an agency can conclude its plan would have a less than significant impact for air quality.
2. Tasks. The following tasks are required to complete the Air Quality Impacts and Mitigation of General Plans and Area Plans chapter.
  - a. Assess the District's current method of determining the significance of general plans, specific plans and other large area planning projects. Identify the strengths and weaknesses of this approach.
  - b. Complete a statewide search, and compile relevant material, of current air district and CARB guidelines, methodologies and practices for determining the significance, and mitigating impacts, of large-scale planning projects.
  - c. Compile a list of feasible mitigation measures. Include the emission source the mitigation is applied to and an estimate of achievable reductions (e.g., pounds/tons per day/year, percent of unmitigated emissions, etc.).
3. Deliverables. Prepare the following draft and final guideline sections:
  - a. Significance Criteria for General Plans and Area Plans
  - b. Determining Significance of General Plans and Area Plans
  - c. Reducing Significant Impacts Plans

**E. Assessing and Mitigating Emission Concentrations**

1. Goal. The District is in attainment of federal and state carbon monoxide (CO) standards and a maintenance area for the federal standard. This chapter will guide users through preliminary screening, and concentration modeling if necessary, to determine if a project will have a significant impact on local CO concentrations.

2. Tasks. The following tasks are required to complete the chapter for Assessing and Mitigating Emission Concentrations.
  - a. Review and analyze the District's CEQA Guidelines regarding CO impacts and mitigation. Provide recommendations on refinements to the District's manual and modeling methodologies for CO impact assessment.
  - b. Complete a statewide search, and compile relevant material, of current air district and CARB guidelines, methodologies and practices for assessing the significance and mitigating the impacts of CO concentrations. Primary focus should be given to the South Coast AQMD, San Joaquin Valley UAPCD and Sacramento AQMD guidelines.
  - c. If appropriate based on the above tasks, prepare one- and eight-hour base year isopleth diagrams for the Bay Area. Isopleths should depict a maximum of three parts per million concentration intervals.
  - d. If appropriate based on the above tasks, prepare future-year adjustment (rollback) factors through the year 2030, or other suitable methodology for determining future-year background concentrations for modeling purposes.
  - e. Compile a list of feasible mitigation measures. Include the emission source the mitigation is applied to and an estimate of achievable reductions (e.g., pounds/tons per day/year, percent of unmitigated emissions, etc.).
3. Deliverables. Prepare the following draft and final guideline sections:
  - a. Preliminary Screening for CO Impacts
  - b. Significance Criteria for CO Impacts
  - c. Modeling Protocol for Estimating CO Concentrations
  - d. Manual Methodology for Estimating CO Concentrations
  - e. Reducing Significant CO Impacts

#### **F. Toxic and Hazardous Air Pollutant Impacts and Mitigation**

1. Goal. This chapter will guide the user through a stepped protocol to determine if a project may be affected by or create significant toxic or hazardous emissions. The first steps will determine if preliminary screening is warranted, and then if further health risk analysis should be prepared.
2. Tasks. The following tasks are required to complete the Toxic and Hazardous Air Pollutant Impacts and Mitigation chapter. Development of this chapter will be coordinated with the ongoing work of CAPCOA, the Air Resources Board and other agencies.
  - a. Complete a statewide search, and compile relevant material, of current air district and CARB guidelines, methodologies and practices for estimating toxic and hazardous release emissions.

- b. Prepare a summary of existing local, state and federal regulations regarding accidental release of hazardous emissions. The District seeks input from the consultant regarding alternative concepts for analyzing this issue the appropriateness of addressing it in the Guidelines.
  - c. Compile a list of feasible (currently achieved in practice) toxic and hazardous release mitigation measures. Include the emission source the mitigation is applied to and an estimate of achievable reductions (e.g., number of excess cancer cases, hazard index, percent of unmitigated emissions, etc.).
  - d. Prepare a summary of the following computer models. Include in the summary their applicability and appropriateness for risk assessment modeling in the Bay Area, and any adjustments or modifications that may be required for use in the Bay Area. Identify any default values that may tailor the model for use in the Bay Area.
    - i. SCREEN3
    - ii. CALPUFF
    - iii. ISCST3
    - iv. CALINE4
    - v. CAL3QHC/CAL3QHCR
    - vi. Any additional models discovered during the completion of the above tasks
3. Deliverables. Prepare the following draft and final guideline sections:
- a. Significance Criteria for Toxic Air Contaminants (TACs)
  - b. Preliminary Screening for TACs
  - c. Estimating TAC Concentrations
  - d. Reducing TAC Exposure
  - e. Evaluating the Potential for Accidental Release of Hazardous Materials
  - f. Reducing the Potential for Accidental Release of Hazardous Materials

## **G. Air Quality Impacts and Mitigation of Odors**

1. Goal. This chapter will provide users with methods to assess potential odor impacts and mitigation. Methods will include analysis of odor impacts that may be caused by a project as well as impacts to a project by virtue of locating in area where odors are present.
2. Tasks. The following tasks are required to complete the Air Quality Impacts and Mitigation of Odors chapter:
  - a. Complete a statewide search, and compile relevant material, of current air district and CARB guidelines, methodologies and practices for estimating and mitigating odoriferous emissions. Primary focus should be given to the South Coast AQMD, San Joaquin Valley UAPCD and Sacramento AQMD guidelines.

- b. Compile a list of feasible (currently achieved in practice) mitigation measures for odor impacts. Include the emission source the mitigation is applied to and an estimate of achievable reductions.
3. Deliverables. Prepare the following draft and final guideline sections:
  - a. Significance Criteria for Odor Impacts.
  - b. Preliminary Screening for Odor Impacts
  - c. Methodology for Estimating Odor Impacts
  - d. Reducing Significant Odor Impacts

## **H. Cumulative Air Quality Impacts and Mitigation**

1. Goal. Cumulative impacts refer to the incremental effect of several projects that may have an individually minor, but collectively significant, impact on air quality. This chapter will identify air quality impacts that may contribute significant cumulative impacts and identify mitigation measures beyond those identified for project-alone impacts. The user will be provided analytical methodologies to assess cumulative impacts and the effectiveness of mitigation.
2. Tasks.
  - a. Complete a statewide search, and compile relevant material, of current air district and CARB guidelines, methodologies and practices for estimating and mitigating cumulative air quality impacts.
  - b. Prepare recommendations for which air quality impacts are appropriate for cumulative analysis.
  - c. Prepare recommendations for methodologies for assessing the significance of and mitigating cumulative impacts.
  - d. Compile a list of feasible mitigation measures for cumulative impacts.
3. Deliverables. Prepare the following draft and final guideline sections:
  - a. Significance Criteria for Cumulative Impacts
  - b. Preliminary Screening for Cumulative Impacts
  - c. Methodology for Estimating Cumulative Impacts
  - d. Reducing significant cumulative impacts

## **I. Appendices**

1. Goal. The Guidelines should be a comprehensive document that provides practitioners the necessary information to prepare CEQA-compliant environmental documents with respect to air quality impacts and mitigation. The appendices should compile background information supporting the Board-approved thresholds, recommended environmental setting, detailed descriptions of mitigation measures and emission factors needed for manual calculations.

2. Deliverables. Prepare the following appendices:
  - a. Sample environmental setting including a regional setting and sub-regional settings
  - b. Recommended mitigation measures including descriptions and efficiency
  - c. Emission factors for manual calculations
  - d. Justification statements for adopted thresholds of significance

## **SECTION V – PROPOSAL FORMAT, CONTENT, AND SUBMITTAL**

### **A. Contents of Proposal**

Submitted proposals must follow the format outlined below and include all requested information. Failure to submit proposals in the required format can result in the proposal being eliminated from evaluation and consideration.

#### **1. Technical Proposal**

- a. Cover Letter – Must include the name, address, and telephone number of the company, and must be signed by the person(s) authorized to represent the firm.
- b. Table of Contents – Clearly identify material contained in the proposal by section
- c. Summary (Section I) – State overall approach to the project, including the objectives and scope of work.
- d. Firm Contact Information (Section II) – Provide the following information about the firm:
  - Address and telephone number of office nearest to San Francisco, California
  - Name of firm's representative designated as the contact
  - Name of project manager, if different from the individual designated as the contact
- e. Program Schedule (Section III) – Develop and present a work plan to carry out development of the District's revised CEQA Guidelines. Include the objectives and scope of work to be performed for the tasks listed in Section IV, Scope of Work, the sequence of activities, and a description of methodology or techniques to be used. The work plan should be prepared in such a manner as to separately distinguish work associated with each task. This work plan will be evaluated for responsiveness, comprehensiveness, and demonstration of a clear understanding of the work to be performed as well as an ability to meet all of the objectives, weighted as noted in Section VI below.
- f. Firm Organization (Section IV) – Provide a statement of your firm's

background and related experience in providing similar services to governmental organizations. Describe the technical capabilities of the firm and, in particular, the firm's exposure with working with environmental regulations, if any. Provide references of other, similar projects including contact name, title, and telephone number for all references listed.

- g. Project Organization (Section V) – Describe the proposed management structure, program monitoring procedures, and organization of the engagement team. Provide a statement detailing your approach to the project, specifically address the firm's ability and willingness to commit and maintain staffing to successfully conclude the project on the proposed schedule.
- h. Assigned Personnel (Section VI) – Provide the following information about the staff to be assigned to the project:
  - List all key personnel assigned to the project by level and name. Provide a description of their background, along with a summary of their experience in providing similar services for governmental agencies, and any specialized expertise they may have. Substitution of project manager or staff will not be permitted without prior written approval of the Air District's assigned program manager.
  - Provide a statement of the availability of staff in any local office with requisite qualifications and experience to conduct the requested project.
  - Provide a statement of education and training programs provided to, or required of, the staff identified for participation in the project. Make particular mention of with reference to experience dealing with governmental agencies, procedures, and environmental regulations.
- i. Retention of Working Papers (Section VII) – All working papers are the property of the Air District. Include a statement acknowledging that if your firm is awarded the contract, you will retain project related papers and related reports for a minimum of five (5) years.
- j. Subcontractors (Section VIII) – List any subcontractors that will be used, the work to be performed by them, and the total number of hours or percentage of time they will spend on the contract.
- k. Conflict of Interest (Section IX) – Address possible conflicts of interest with other clients affected by clients actions performed by the firm on behalf of the Air District. The Air District recognizes that prospective bidders may have contracts to perform similar services for other clients. Include a complete list of such clients for the past three (3) years with the type of work performed and the total number of years performing such tasks for each client. The Air District reserves the right to consider the nature and extent of such work in evaluating the proposal.
- l. Additional Data (Section XI) – Provide other essential data that may

assist in the evaluation of the proposal (e.g., green business certification, etc).

2. Cost Proposal

- a. Name and Address – The Cost Proposal must the name and complete address of the bidder in upper, left hand corner.
- b. Cost Proposal – The cost proposal must list the fully-burdened hourly rates and the total number of hours estimated for each level of professional and administrative staff to be used to perform the tasks required by this RFP. In addition, costs should be estimated for each of the components of the work plan.

**B. Proposal Submission**

All proposals must be submitted according to the specifications set forth in Section V (A) – Contents of Proposal, and this section. Failure to adhere to these specifications may be cause for the rejection of the proposal.

1. Signature – All proposals should be signed by an authorized representative of the bidder.
2. Due Date – All proposals are due no later that 4:30 p.m., October 10, 2008, and should be directed to:

Matt Serier, Administrative Analyst  
Bay Area Air Quality Management District  
939 Ellis Street  
San Francisco, CA 94109

3. Submittal – Submit two (2) complete copies of the proposal in a sealed envelope. Plainly mark the upper, left-hand corner with the name and address of the bidder and the RFP number. Late proposals will not be accepted. Any correction or re-submission of proposals will not extended the submittal due date.
4. Addenda – The Air District may modify this RFP and/or issue supplementary information or guidelines relating to the RFP during the proposal preparation period.
5. Grounds for Rejection – A proposal may be immediately rejected at any time after the deadline; is not in the prescribed format; or is not signed by an individual not authorized to represent the firm.
6. Disposition of the Proposals – All responses to this RFP become property of the Air District.
7. Modification – Once submitted, proposals, including the composition of the contracting team, cannot be altered without prior written consent of the Air District. All proposals shall constitute firm offers valid for ninety (90) days

from October 10, 2008.

## **SECTION VI – PROPOSAL EVALUATION**

A panel of Air District staff will evaluate all proposals. The panel will recommend the selection of the contractor to the Air Pollution Control Officer (APCO), who will, in turn, make a recommendation to the Air District Board of Directors. The Air District Board of Directors must approve the contract to carry out the work described in this RFP. An example of a typical contract for professional services used by the Air District is included in Section VII.

Proposals will be evaluated on the following criteria:

Responsiveness of the proposal clearly stating an understanding of the work to be performed and comprehensiveness of the proposal to address the objective:	25%
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Expertise in developing environmental analysis guidelines or protocols. Overall experience and accomplishments of the consulting team	30%
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Project management experience	15%
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Cost	20%
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References of the firm, local business/Green Business*	10%
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- \* The District gives preferences to local businesses and those that are certified as green businesses by a government agency or independent private rating organization.

The Air District reserves the right to reject any and all proposals submitted and/or request additional information. During the selection process, the Air District's evaluation panel may interview bidders. The interviews will be for clarification only. The submittal of new material will not be permitted at that time.

If two or more proposals receive the same number of points, the Air District will accept the lower cost offer.



## SECTION VII – SAMPLE CONTRACT

### BAY AREA AIR QUALITY MANAGEMENT DISTRICT

#### PROFESSIONAL SERVICES CONTRACT

##### CONTRACT NO. year-number

1. **PARTIES** – The parties to this Contract (“Contract”) are the Bay Area Air Quality Management District (“DISTRICT”) whose address is 939 Ellis Street, San Francisco, CA 94109, and **name of company or individual** (“CONTRACTOR”) whose address is address, city, state, zip.
2. **RECITALS**
  - A. DISTRICT is the local agency with primary responsibility for regulating stationary source air pollution in the Bay Area Air Quality Management District in the State of California. DISTRICT is authorized to enter into this Contract under California Health and Safety Code Section 40701. DISTRICT desires to contract with CONTRACTOR for services described in the Scope of Work, attached hereto as Attachment A and made a part hereof by this reference. DISTRICT is entering into this Contract based on CONTRACTOR’s stated qualifications to perform the services.
  - B. All parties to this Contract have had the opportunity to have this contract reviewed by their attorney.
3. **PERFORMANCE REQUIREMENTS**
  - A. CONTRACTOR is authorized to do business in the State of California. CONTRACTOR attests that it is in good tax standing with federal and state tax authorities.
  - B. CONTRACTOR agrees to obtain any and all required licenses, permits, and all other appropriate legal authorizations from all applicable federal, state and local jurisdictions and pay all applicable fees.
  - C. CONTRACTOR shall not engage in any performance of work during the term of this contract that is in direct or indirect conflict with duties and responsibilities set forth in the Scope of Work.
  - D. CONTRACTOR shall exercise the degree of skill and care customarily required by accepted professional practices and procedures.
  - E. CONTRACTOR shall ensure that any subcontractors, employees and agents performing under this Contract comply with the performance standards set forth in paragraph D above.
4. **TERM** – The term of this Contract is from date to date, unless further extended by amendment of this Contract in writing, or terminated earlier. CONTRACTOR shall not submit any invoice for services performed under this Contract until the Contract is fully executed.
5. **TERMINATION**
  - A. The DISTRICT may terminate this Contract at any time, at will, and without specifying any reason, by notifying CONTRACTOR in writing. The notice of termination shall specify the effective date of termination, which shall be no less than thirty (30) calendar days from the date of delivery of the notice of termination, and shall be delivered in accordance with the provisions of section 10 below. Immediately upon receipt of the notice of termination, CONTRACTOR shall cease all work under this Contract, except such work as is specified in the notice of termination. CONTRACTOR shall deliver a

final invoice for all remaining work performed but not billed, including any work specified in the termination notice, on or before ten (10) business days following the termination date.

- B. Either party may terminate this Contract for breach by the other party.
- i) Failure to perform any agreement or obligation contained in this Contract or failure to perform the services in a satisfactory manner shall constitute a breach of the Contract.
  - ii) The non-breaching party may terminate the Contract by delivery of a written notice of breach. The notice of breach shall specify the date of termination, which shall be no earlier than ten (10) business days from delivery of the notice of breach. In the alternative, at its sole discretion, the non-breaching party may require the breaching party to cure the breach. The notice of breach shall specify the nature of the breach and the date by which such breach must be cured.
  - iii) If CONTRACTOR fails to perform any obligation under this Contract, DISTRICT at its sole discretion, may perform, or cause the performance, of the obligation itself. In that event, DISTRICT shall deduct the costs to perform such obligation and any other costs to cure the breach from the maximum amount available to CONTRACTOR under this Contract. DISTRICT's performance hereunder shall not be deemed a waiver or release of any obligation of, or default by, CONTRACTOR under this Contract.
  - iv) The notice of breach shall be provided in accordance with the notice requirements set forth in section 10.
  - v) The non-breaching party reserves all rights under law and equity to enforce this Contract and recover any damages.

6. INSURANCE

- A. CONTRACTOR shall maintain the following insurance:
- i) Workers' compensation and employers' liability insurance as required by California law or other applicable statutory requirements.
  - ii) Occurrence-based commercial general liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each occurrence. Such insurance shall include DISTRICT and its officers, agents, and employees as additional insureds and shall be primary with respect to any insurance maintained by DISTRICT.
  - iii) Business automobile liability insurance or equivalent form with a limit of not less than one million dollars (\$1,000,000) each accident. Such insurance shall include coverage for owned, hired, and non-owned vehicles.
  - iv) Optional Professional liability insurance with limits not less than to be determined by Business Manager each claim.
- B. All insurance shall be placed with insurers acceptable to DISTRICT.
- C. Prior to commencement of work under this Contract, CONTRACTOR shall furnish properly-executed certificates of insurance for all required insurance. Upon request by DISTRICT, CONTRACTOR shall provide a complete copy of any required insurance policy. CONTRACTOR shall notify DISTRICT in writing thirty (30) days prior to cancellation or modification of any required insurance policy. Any such modifications are subject to pre-approval by DISTRICT.
- D. If CONTRACTOR fails to maintain the required insurance coverage set forth above, DISTRICT reserves the right either to purchase such additional insurance and to deduct the cost thereof from any payments owed to CONTRACTOR or to terminate this Contract for breach.

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7. INDEMNIFICATION

- A. CONTRACTOR shall indemnify and hold DISTRICT, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fees, or claims for injury or damages arising out of the performance of this Contract but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of CONTRACTOR, its officers, agents, employees.
- B. DISTRICT shall indemnify and hold CONTRACTOR, its officers, employees and agents harmless from and against any and all liability, loss, expense, including reasonable attorneys' fee, or claims for injury or damages arising out of the performance of this Contract but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of DISTRICT, its officers, agents, employees.

8. PAYMENT

- A. DISTRICT shall pay CONTRACTOR for services in accordance with the terms set forth in the Cost Schedule, which is attached hereto as Attachment B and incorporated herein by this reference.
- B. CONTRACTOR shall submit invoice(s) to DISTRICT for services performed. Each invoice shall specify the total cost of the services for which the invoice is submitted, shall reference tasks shown in the Scope of Work, the hours associated with same, or percentage completion thereof, and the amount of charge claimed, and, as appropriate, shall list any charges for equipment, material, supplies, travel, and subcontractors' services.
- C. DISTRICT's payment of invoices shall be subject to the following limitations and requirements:
  - i) Each invoice, including supporting documentation, shall be prepared in duplicate on CONTRACTOR's letterhead; shall list DISTRICT's contract number, the period covered by the invoice, and the CONTRACTOR's Social Security Number or Federal Employer Identification Number; and shall be submitted to: Bay Area Air Quality Management District, 939 Ellis Street, San Francisco, CA 94109, Attn: Program Manager.
  - ii) DISTRICT shall not pay interest, fees, handling charges, or the cost of money on the Contract.
  - iii) DISTRICT shall pay CONTRACTOR within thirty (30) calendar days after approval by DISTRICT of an itemized invoice.
- D. The total amount for which DISTRICT may be held liable for the performance of services specified in this Contract shall not exceed amount.

9. DISPUTE RESOLUTION – A party that disputes a notice of breach must first seek mediation to resolve the dispute in accordance with the provisions set forth below.

- A. Upon receipt of a notice of breach of contract, the party may submit a demand for mediation to resolve whether or not a breach occurred. The party must state the basis of the dispute and deliver the demand within ten (10) business days of the date of receipt of the notice of breach.
- B. The mediation shall take place at DISTRICT's office at 939 Ellis Street, San Francisco, or at such other place as may be mutually agreed upon by the parties and the mediator.
- C. The parties shall make good faith efforts to hold the mediation within thirty (30) days after receipt of the demand for mediation.
- D. Each party shall bear its own mediation costs.
- E. In the event the parties are unable to resolve the dispute, either party may file an action in a court of competent jurisdiction to enforce the Contract.

F. Maximum recovery under this section shall be limited to dollar amount equal to value of the contract. The mediation costs shall not reduce the maximum amount recoverable under this section.

10. NOTICES – All notices that are required under this Contract shall be provided in the manner set forth herein, unless specified otherwise. Notice to a party shall be delivered to the attention of the person listed below, or to such other person or persons as may hereafter be designated by that party in writing. Notice shall be in writing sent by e-mail, facsimile, or regular first class mail. In the case of e-mail and facsimile communications, valid notice shall be deemed to have been delivered upon sending, provided the sender obtained an electronic confirmation of delivery. E-mail and facsimile communications shall be deemed to have been received on the date of such transmission, provided such date was a business day and delivered prior to 4:00 p.m. PST. Otherwise, receipt of e-mail and facsimile communications shall be deemed to have occurred on the following business day. In the case of regular mail notice, notice shall be deemed to have been delivered on the mailing date and received five (5) business days after the date of mailing.

DISTRICT:                      Bay Area Air Quality Management District  
   939 Ellis Street  
   San Francisco, CA 94109  
   Attn: Satnam Hundel, Business Manager

CONTRACTOR:                company or individual name  
   street address  
   city, state, zip  
   Attn: companycontact

11. ADDITIONAL PROVISIONS – All attachment(s) to this Contract are expressly incorporated herein by this reference and made a part hereof as though fully set forth.

12. EMPLOYEES OF CONTRACTOR

- A. CONTRACTOR shall be responsible for the cost of regular pay to its employees, as well as cost of vacation, vacation replacements, sick leave, severance pay, and pay for legal holidays.
- B. CONTRACTOR, its officers, employees, agents, or representatives shall not be considered employees or agents of DISTRICT, nor shall CONTRACTOR, its officers, employees, agents, or representatives be entitled to or eligible to participate in any benefits, privileges, or plans, given or extended by DISTRICT to its employees.
- C. Optional CONTRACTOR shall assign those employees listed in the Cost Schedule to perform work under this Contract. CONTRACTOR shall not assign different employees to perform this work without the express written permission of DISTRICT, which DISTRICT will not unreasonably withhold.
- D. Optional DISTRICT reserves the right to review the credentials to perform the work of any of CONTRACTOR's employees assigned herein and to disapprove CONTRACTOR's assignments. CONTRACTOR warrants that it will not employ any subcontractor(s) without prior written approval from DISTRICT.

13. CONFIDENTIALITY – In order to carry out the purposes of this Contract, CONTRACTOR may require access to certain of DISTRICT's confidential information (including trade secrets, inventions, confidential know-how, confidential business information, and other information that DISTRICT considers confidential) (collectively, "Confidential Information"). It is expressly understood and agreed that DISTRICT may designate in a

conspicuous manner Confidential Information that CONTRACTOR obtains from DISTRICT, and CONTRACTOR agrees to:

- A. Observe complete confidentiality with respect to such information, including without limitation, agreeing not to disclose or otherwise permit access to such information by any other person or entity in any manner whatsoever, except that such disclosure or access shall be permitted to employees of CONTRACTOR requiring access in fulfillment of the services provided under this Contract.
  - B. Ensure that CONTRACTOR's officers, employees, agents, representatives, and independent contractors are informed of the confidential nature of such information and to assure by agreement or otherwise that they are prohibited from copying or revealing, for any purpose whatsoever, the contents of such information or any part thereof, or from taking any action otherwise prohibited under this section.
  - C. Not use such information or any part thereof in the performance of services to others or for the benefit of others in any form whatsoever whether gratuitously or for valuable consideration, except as permitted under this Contract.
  - D. Notify DISTRICT promptly and in writing of the circumstances surrounding any possession, use, or knowledge of such information or any part thereof by any person or entity other than those authorized by this section. Take at CONTRACTOR's expense, but at DISTRICT's option and in any event under DISTRICT's control, any legal action necessary to prevent unauthorized use of such information by any third party or entity which has gained access to such information at least in part due to the fault of CONTRACTOR.
  - E. Take any and all other actions necessary or desirable to assure such continued confidentiality and protection of such information during the term of this Contract and following expiration or termination of the Contract.
  - F. Prevent access to such materials by a person or entity not authorized under this Contract.
  - G. Establish specific procedures in order to fulfill the obligations of this section.
14. INTELLECTUAL PROPERTY RIGHTS – Title and full ownership rights to all intellectual property developed under this Contract shall at all times remain with DISTRICT, unless otherwise agreed to in writing.
15. PUBLICATION
- A. DISTRICT shall approve in writing any report or other document prepared by CONTRACTOR in connection with performance under this Contract prior to dissemination or publication of such report or document to a third party. DISTRICT may waive in writing its requirement for prior approval.
  - B. Until approved by DISTRICT, any report or other document prepared by CONTRACTOR shall include on each page a conspicuous header, footer, or watermark stating "DRAFT – Not Reviewed or Approved by BAAQMD," unless DISTRICT has waived its requirement for prior approval pursuant to paragraph A of this section.
  - C. Information, data, documents, or reports developed by CONTRACTOR for DISTRICT, pursuant to this Contract, shall be part of DISTRICT's public record, unless otherwise indicated. CONTRACTOR may use or publish, at its own expense, such information, provided DISTRICT approves use of such information in advance. The following acknowledgment of support and disclaimer must appear in each publication of materials, whether copyrighted or not, based upon or developed under this Contract.

"This report was prepared as a result of work sponsored, paid for, in whole or in part, by the Bay Area Air Quality Management District (District). The opinions, findings, conclusions, and recommendations are those of the author and do not necessarily represent the views of the District. The District, its officers, employees, contractors,

and subcontractors make no warranty, expressed or implied, and assume no legal liability for the information in this report.”

- D. CONTRACTOR shall inform its officers, employees, and subcontractors involved in the performance of this Contract of the restrictions contained herein and shall require compliance with the above.
16. NON-DISCRIMINATION – In the performance of this Contract, CONTRACTOR shall not discriminate in its recruitment, hiring, promotion, demotion, and termination practices on the basis of race, religious creed, color, national origin, ancestry, sex, age, marital status, sexual orientation, medical condition, or physical or mental disability and shall comply with the provisions of the California Fair Employment & Housing Act (Government Code Section 12900 et seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, Executive Order No. 11246 (30 Federal Register 12319), and all administrative rules and regulations issued pursuant to said Acts and Order. CONTRACTOR shall also require each subcontractor performing work in connection with this Contract to comply with this section and shall include in each contract with such subcontractor provisions to accomplish the requirements of this section.
17. PROPERTY AND SECURITY – Without limiting CONTRACTOR’S obligations with regard to security, CONTRACTOR shall comply with all the rules and regulations established by DISTRICT for access to and activity in and around DISTRICT’s premises.
18. ASSIGNMENT – No party shall assign, sell, license, or otherwise transfer any rights or obligations under this Contract to a third party without the prior written consent of the other party, and any attempt to do so shall be void upon inception.
19. WAIVER – No waiver of a breach, of failure of any condition, or of any right or remedy contained in or granted by the provisions of this Contract shall be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy shall be deemed a waiver of any other breach, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies. Further, the failure of a party to enforce performance by the other party of any term, covenant, or condition of this Contract, and the failure of a party to exercise any rights or remedies hereunder, shall not be deemed a waiver or relinquishment by that party to enforce future performance of any such terms, covenants, or conditions, or to exercise any future rights or remedies.
20. ATTORNEYS’ FEES – In the event any action is filed in connection with the enforcement or interpretation of this Contract, each party shall bear its own attorneys’ fees and costs.
21. FORCE MAJEURE – Neither DISTRICT nor CONTRACTOR shall be liable for or deemed to be in default for any delay or failure in performance under this Contract or interruption of services resulting, directly or indirectly, from acts of God, enemy or hostile governmental action, civil commotion, strikes, lockouts, labor disputes, fire or other casualty, judicial orders, governmental controls, regulations or restrictions, inability to obtain labor or materials or reasonable substitutes for labor or materials necessary for performance of the services, or other causes, except financial, that are beyond the reasonable control of DISTRICT or CONTRACTOR, for a period of time equal to the period of such force majeure event, provided that the party failing to perform notifies the other party within fifteen calendar days of discovery of the force majeure event, and provided further that that party takes all reasonable action to mitigate the damages resulting from the failure to perform. Notwithstanding the above, if the cause of the force majeure event is due to party’s own

action or inaction, then such cause shall not excuse that party from performance under this Contract.

22. SEVERABILITY – If a court of competent jurisdiction holds any provision of this Contract to be illegal, unenforceable or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them will not be affected.
23. HEADINGS – Headings on the sections and paragraphs of this Contract are for convenience and reference only, and the words contained therein shall in no way be held to explain, modify, amplify, or aid in the interpretation, construction, or meaning of the provisions of this Contract.
24. DUPLICATE EXECUTION – This Contract is executed in duplicate. Each signed copy shall have the force and effect of an original.
25. GOVERNING LAW – Any dispute that arises under or relates to this Contract shall be governed by California law, excluding any laws that direct the application to another jurisdiction's laws. Venue for resolution of any dispute that arises under or relates to this Contract, including mediation, shall be San Francisco, California.
26. ENTIRE CONTRACT AND MODIFICATION – This Contract represents the final, complete, and exclusive statement of the agreement between the parties related to CONTRACTOR providing services to DISTRICT and supersedes all prior and contemporaneous understandings and agreements of the parties. No party has been induced to enter into this Contract by, nor is any party relying upon, any representation or warranty outside those expressly set forth herein. This Contract may only be amended by mutual agreement of the parties in writing and signed by both parties.
27. SURVIVAL OF TERMS – The provisions of sections 7 (Indemnification), 13 (Confidentiality), 14 (Intellectual Property Rights), and 15 (Publication) shall survive the expiration or termination of this Contract.

IN WITNESS WHEREOF, the parties to this Contract have caused this Contract to be duly executed on their behalf by their authorized representatives.

BAY AREA AIR QUALITY  
MANAGEMENT DISTRICT

company name

By: \_\_\_\_\_  
Jack P. Broadbent  
Executive Officer/APCO

By: \_\_\_\_\_  
name  
title

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:  
District Counsel

By: \_\_\_\_\_  
Brian C. Bunger  
District Counsel